

AGREEMENT BETWEEN
OHIO DEPARTMENT OF MENTAL HEALTH AND
OHIO DEPARTMENT OF HUMAN SERVICES
FOR PARTICIPATION IN
THE OMNIBUS BUDGET RECONCILIATION ACT OF 1987

The following Agreement is entered into by the Ohio Department of Mental Health (ODMH) and the Ohio Department of Human Services (ODHS) for the purpose of providing the maximum coordination in Ohio's implementation of the requirements under the Omnibus Budget Reconciliation Act of 1987 relating to Preadmission Screening and Annual Resident Review (PASARR). This Agreement covers only those Medicaid reimbursable PASARR activities conducted by ODMH.

I. DEFINITIONS

ODMH	Ohio Department of Mental Health
ODHS	Ohio Department of Human Services
OBRA	Omnibus Budget Reconciliation Act of 1987
PASARR	Preadmission Screening and Annual Resident Review (Also includes Initial Resident Review)

II. ODHS RESPONSIBILITIES

The following duties shall be performed by ODHS or its designee:

A. Program Related

1. Promulgate administrative rules and state plan amendments related to Ohio's implementation of the Medicaid requirements under OBRA.
2. Provide ODMH the opportunity to review and comment on any proposed changes in ODHS policies and procedures affecting PASARR, including but not limited to those affecting: nursing facility level of care, payment, waiver enrollment, data collection, and assessment instruments.
3. Provide ODMH with one copy of all correspondence from HCFA relevant to PASARR within three (3) days of receipt, including but not limited to proposed regulations, final regulations, memoranda, letters, and Medicaid Manual Transmittals.
4. Provide ODMH with a three (3) day review and comment period on all draft correspondence to nursing facilities, CDHSS, or regional offices of the Bureau

1 TNS # 90-54
 SUPERSEDES
 TNS # NEW

APPROVAL DATE 3-18-91
EFFECTIVE DATE 10/1/90

of Developmental Disabilities, PASSPORT sites, or Ohio Department of Health relevant to PASARR.

5. Process appeals in accordance with the Ohio Administrative Code.

B. Fiscal Related

1. Transfer federal financial participation (FFP) payments to ODMH for incurred Medicaid administrative costs for PASARR in accordance with provisions of the Agreement and under the provisions of Social Security Act, Sections 1903(a)(2)(C) and 1919(e)(7). The Federal Fund Participation for PASARR administrative costs is 75 per cent (%).
2. Decline to make payment for outstanding costs if ODMH fails to provide information or access to audit as specified in Section III. D. of this Agreement.

III. ODMH RESPONSIBILITIES

The following duties shall be performed by ODMH:

A. Program Related

1. Administer PASARR in accordance with Section 1919(e)(7) of the Social Security Act, the Medicaid State Plan, and Ohio Administrative Code.
2. Promulgate administrative rules governing PASARR when determined necessary by ODHS and ODMH.
3. Develop policies and procedures related to PASARR in accordance with the requirements specified in federal law, federal regulations, the Medicaid State Plan, and Ohio Administrative Code.
4. Provide ODHS with a three (3) days review and comment period on all draft correspondence to alcohol, drug addiction, and mental health services boards, OBRA assessment agencies, hospitals, nursing facilities, and CDHSS relevant to PASARR.
5. Process appeals of determinations in accordance with the Ohio Administrative Code.
6. Assume maintenance of PASARR documentation in accordance with federal regulations.
7. Provide ODHS with program data as required by HCFA.

TNS # 90-54
SUPERSEDES
TNS # NEW

APPROVAL DATE 3-18-91
EFFECTIVE DATE 10/1/90

B. Fiscal Related

1. Follow the principles and standards which are established under the Office of Management and Budget Circular A-87 (OMB Circular A-87) for determining the ODMH costs for PASARR activities as Medicaid administrative costs.
2. Process requests for transfer of FFP for PASARR related allowable costs in accordance with the provisions of the OBRA and the Social Security Act, including but not limited to central office costs and the costs of face-to-face assessments conducted by mental health professionals.
3. Maintain sufficient detail to document actual costs and satisfy federal and state audit requirements.
4. Submit requests for reimbursement of face-to-face assessments within 365 days from the date of service to be considered an allowable claim. Transfer of FFP under this Agreement is not subject to the interest provisions of the Ohio Revised Code (ORC), Section 126.12.

C. Contracting

1. ODMH may contract with other public or private organizations to perform PASARR activities. The cost of these activities will be on a fee for service basis depending upon the type of administrative review (PAS, IRR, ARR). The fee for services rates under the contracts shall be developed based on OMB Circular A-87 criteria for eligible costs. Initial prospective fee for services rates will be established and will be subject to annual reconciliation based upon actual reported costs.
2. For face-to-face assessment activities conducted between October 1, 1990 and December 31, 1990, ODMH shall pay a prospective rate of \$355 that is cost-settled in accordance with procedures specified in state plan amendment transmittal 89-17.
3. Effective January 1, 1991, ODMH shall pay agencies an interim prospective unit rate multiplied times the estimated number of hours required to complete an average assessment and the types of professional staff required, travel time, and associated administrative expenses. ODMH will cost settle the period January 1, 1991 through June 30, 1991 in accordance with procedures specified in state plan amendment transmittal 89-17.

TNS # 90-54 APPROVAL DATE 3-18-91
SUPERSEDES
3 TNS # NEW EFFECTIVE DATE 10/1/90

4. Effective July 1, 1991, assessment agencies will begin to track actual costs and the number of units (hour) related to OBRA assessment activity (PAS, IRR, ARR). Annually, ODMH will reconcile the interim unit rate paid out against each agency's actual unit costs based on the total reported costs divided by the number of units required. ODMH shall establish a rate ceiling based on the 95th percentile of the hourly unit costs reported to ODMH. Retrospective cost settlement will be based on the lesser of actual costs or the rate ceiling. ODMH shall report the reconciliation findings to ODHS with adjustment to the amount transferred to ODMH addressed in a future transfer of funds.

D. Responsibility for Audit Exceptions

1. ODHS shall be responsible for receiving, replying to, and arranging compliance with any federal audit exception directly related to the provisions of this agreement. ODMH shall provide any information which is necessary to respond to any audit exception.
2. Responsibility for payment of any liability connected with PASARR shall be determined at the time adverse audit findings are issued. If ODMH is determined to be at fault, ODMH shall pay ODHS. If ODHS is at fault, ODHS shall be responsible. If both are responsible, proportionate share shall be determined.
3. ODHS will notify ODMH timely of receipt of any notification from the federal government regarding any deferral or disallowance claim. ODHS shall coordinate the ODHS response with ODMH regarding any such notification within the time limits prescribed by the notice.
4. Upon receipt of any notice of disallowance or deferral including any fiscal penalties for actions performed or not performed pursuant to this contract, ODHS will reduce, by an amount equal to the amount disallowed or deferred, payments made to ODMH until such time as the full amount is recovered.

If ODMH's position is upheld on appeal, funds withheld, deferred or disallowed shall be restored to ODMH upon the availability of FFP.

IV. **CONFIDENTIALITY**

The confidentiality of all records and client identifying information shall be maintained in accordance with federal and state laws, and federal regulations and rules of each department.

INS # 90-54 APPROVAL DATE 3-18-91
SUPERSEDES
4 TNS # NEW EFFECTIVE DATE 10/1/90

V. **MISCELLANEOUS**

A. Entirety of Agreement

The foregoing constitutes the final written expression of agreement between the parties. Prior inconsistent oral agreements are hereby superseded.

B. Effective Date

The effective date of this agreement shall be October 1, 1990.

C. Extension

The agreement shall continue in full force until terminated in accordance with mutually agreeable conditions.

D. Partial Invalidity

A judicial or administrative finding, order, or decision that any part of the agreement is illegal or invalid shall not invalidate the remainder of the Agreement.

E. Amendments

This Agreement may be modified or amended, said amendment to be in writing, signed by the parties hereto or their designated representatives.

F. Resolution of Disputes

In the event of any disagreement by or between the parties concerning the intent, construction, or implementation of the Agreement, the parties agree to resolve their differences at the administrative level. However, in the event that mutual resolution is not possible, final disposition rests with the Office of the Governor.

G. Termination

ODHS or ODMH may terminate this agreement at any time upon 60 days written notice to the other.

H. Civil Rights

There shall be no discrimination in/ the performance of the

5 TNS # 90-54 APPROVAL DATE 3-18-91
SUPERSEDES
TNS # NEW EFFECTIVE DATE 10/1/90

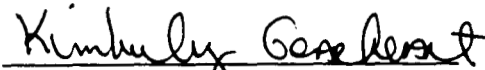
agreement by either party hereto against any client, consumer, or employee because of race, color, sex, religion, national origin, or any other factor as specified in state or federal law.


I. Compliance with Section 504 of the Rehabilitation Act of 1973

ODMH agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable regulation (45 CFR, Part 84) and all guidelines issued pursuant thereto.


PAMELA S. HYDE, DIRECTOR
DEPARTMENT OF HUMAN SERVICES

12/28/90
DATE


WITNESS


MARTHA B. KNISLEY, DIRECTOR
DEPARTMENT OF MENTAL HEALTH

12-27-90
DATE


WITNESS

TNS # 90-54
SUPERSEDES
TNS # NEW

APPROVAL DATE 3-18-91
EFFECTIVE DATE 10/1/90

A-94-07-180
INTERAGENCY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND
THE OHIO DEPARTMENT OF HUMAN SERVICES
MEDICAID PROGRAM
FOR
COORDINATION WITH THE WOMEN, INFANTS, AND CHILDREN PROGRAM

I.
PURPOSE

This Agreement is entered into by and between the Ohio Department of Health ("ODH") and the Ohio Department of Human Services ("ODHS") (ODH and ODHS collectively are referred to hereinafter as "the parties") to confirm their intent to coordinate health services, program eligibility, and payment for services for Ohio's mothers and children, as defined and specified in 7 Code of Federal Regulations (C.F.R.) Part 246.

1. This agreement is entered into in order to implement the provisions of the following:

Under section 3701.132 of the Ohio Revised Code (ORC), ODH is the designated state agency for implementation of the Special Supplemental Food Program for Women, Infants and Children (hereinafter referred to as "the WIC program") enacted by the Child Nutrition Act of 1966, 42 United States Code (U.S.C.) 1786 et seq., as amended.

Under 7 C.F.R. section 246.4(a)(8), ODH desires to execute interagency coordination agreements for the purpose of coordinating WIC program operations with other state-level agencies involved in the state's health and human services programs.

Under 7 C.F.R. section 246.26(d)(2), the WIC program is required to execute written agreements with other public organizations which administer health and human services programs that serve persons categorically eligible for the WIC program.

Under 42 U.S.C. section 1396a(a)(5) and section 5111.02 of the ORC, ODHS is the designated state agency for implementation of the Title XIX Medicaid Programs and desires to execute an interagency agreement with ODH.

2. The implementation of the Agreement shall be guided by the following objectives:

- a. To participate actively in the planning and implementation of services for pregnant, postpartum, and breastfeeding women, infants, and children.
- b. To share the goal of interdepartmental cooperation in coordinating and implementing interagency systems for serving pregnant, postpartum, and breastfeeding women, infants and children.
- c. To improve, expand and maximize the efficiency and effectiveness of existing resources and services for pregnant, postpartum, and breastfeeding women, infants and children. Each party intends to continue its present services while moving toward a more integrated service delivery system. The respective philosophies of the parties mutually will build and support an interagency, cooperative system which provides a continuum of services for pregnant, postpartum, and breastfeeding women, infants and children.
- d. To clarify issues, define problems and propose alternatives related to promoting a statewide system of coordinated health services to eligible pregnant, postpartum, and breastfeeding women, infants and children.

TN No. 93-28 APPROVAL DATE 6-3-94
SUPERSEDES
TN No. 91-01 EFFECTIVE DATE 7-1-93

- e. To increase public awareness of the rationale and need for nutritional assessment and education, and food supplementation to the nutritionally at-risk pregnant, postpartum, and breastfeeding women, infants and children on the Medicaid program.
- f. To conduct outreach to assure that eligible women, infants and children receive needed WIC services and to eliminate the gap between the two programs' common population.
- g. To coordinate the exchange of information and referral between the WIC program and the Ohio Medicaid programs.
- h. To maximize the efficient use of federal and state funds, including federal financial participation, for the provision of services to pregnant, postpartum, and breastfeeding women, infants and children.
- i. To coordinate the exchange of information between the parties for the purpose of health status assessment, health services assurance, and health policy development.

3. Definitions

a. Title XIX (Medicaid) Funded Programs and the Definition of Terms:

- (1) **HEALTHCHEK (EPSDT)** is a well-child health care program which offers every Medicaid recipient under 21 years of age comprehensive health services. These services include complete physical examinations leading to the prevention, early detection, diagnosis, and treatment of diseases and/or conditions.
- (2) **At-Risk Pregnancy Services (ARPS)** is a program which provides reimbursement for additional services for all pregnant Medicaid-eligible women. These services include medical case management, prenatal education and counseling, nutrition counseling and home visit travel.
- (3) **Healthy Start** is an expansion of Medicaid eligibility guidelines established by federal law which allows health care coverage to a new population of low-income pregnant women and children who otherwise could not afford it.
- (4) **Medicaid eligible** is an individual who has been determined to be eligible for the Ohio Medicaid Program.
- (5) **Medicaid recipient** is an individual who has been determined to be eligible for, and has received, health care services through the Ohio Medicaid Program.
- (6) **County Departments of Human Services (CDHS)** are the agencies responsible for the day-to-day implementation of state and federal financial and medical assistance, such as Aid to Dependent Children (ADC), Medicaid, Expedited Medicaid, Healthy Start, General Assistance (GA), and Disability Assistance (DA); as well as social services, work programs, food stamps, and services to the elderly.
- (7) **Healthy Babies Helpline**, hereinafter referred to as the Helpline, is a toll-free telephone information and referral services for the use of parents, consumers, professionals, and the general public to access information about health care providers and practitioners who provide health care services through MCH and Title XIX programs and about other relevant health and health-related providers and practitioners. The Helpline is operated by ODHS and co-funded by ODH.
- (8) **Combined Programs Application (CPA)** is a one-page application form used by pregnant women and young children to apply for Healthy Start or Expedited Medicaid, Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Child and Family Health Services Projects (CFHS), and Children with Medical Handicaps Programs (CMH). It is available at the CDHS, WIC, CFHS, CMH agencies, and certain other community locations.

TN No. 93-28 APPROVAL DATE 6-3-94
 SUPERSEDES
 TN No. 91-01 EFFECTIVE DATE 7-1-93

- (9) Interagency Review Team (IRT) is a group of program administrators from ODHS and ODH formed to monitor the success of Healthy Start, Expedited Medicaid, and the CPA. The team visits counties to review the local interrelationships developed among the programs and to discuss collaborative efforts undertaken to assure access to services for pregnant women and children.

b. Special Supplemental Food Program for Women, Infants and Children funded through ODH (WIC):

WIC provides supplemental foods, nutrition education, and health care referral through local WIC projects to low-income pregnant, postpartum, and breastfeeding women, infants and children who are at health risk due to inadequate nutrition, health care, or both.

II.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HUMAN SERVICES

1. ~~ODHS shall require county departments of human services staff to identify participants potentially eligible for WIC services and to refer them using the Combined Programs Application (CPA). Special attention shall be given to children with handicapping conditions in order to assure their access to primary and preventive health care.~~
2. ~~ODHS shall operate the Helpline and use the information provided by ODH about the WIC program for the ongoing operation of the Helpline and ODH shall refer to ODH unresolved Helpline questions needing Bureau of WIC follow-up. ODH shall share with ODH information on and evaluation of the Helpline. ODH shall provide monthly Helpline activity summary reports. In addition, ODH shall submit a fiscal report, which also is due by August 31 of each year that this agreement is in effect, that details how the money paid by ODH to ODHS Article V, paragraph 1, of this agreement was expended. These reports shall be sent or personally delivered to the Chief, Bureau of WIC, 131 N. High Street, 5th Floor, Columbus, Ohio 43215.~~
3. ~~ODHS shall provide WIC with a monthly list of pregnant women who are Medicaid recipients by county.~~
4. ~~ODHS shall provide WIC with a quarterly list of children up to age 5 years who are Medicaid eligible by county.~~
5. ~~ODHS shall provide ODH with current information about Medicaid eligibility, services, and policies on a regular basis.~~
6. ~~ODHS shall provide ODH with a listing of local HEALTHCARE and At-Risk Pregnancy Services coordinators twice yearly.~~
7. ~~ODHS shall include with the clients' Medicaid cards periodic messages regarding the WIC program.~~
8. ~~ODHS shall continue to make available to WIC the Medicaid master file of HMO-enrolled participants on Medicaid programs.~~
9. ~~ODHS shall continue to make available to WIC the Medicaid master file of enrolled participants on Medicaid programs.~~

III.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF HEALTH

1. ~~ODH shall require local WIC projects to identify and refer to county departments of human services those pregnant women, infants and children served who are potentially eligible for services under the Ohio Medicaid program and assist them in applying for Medicaid using the CPA.~~
2. ~~ODH shall forward the list of Medicaid participants for each county referenced in Article II, paragraphs 3. and 4. to the appropriate local WIC projects for outreach. ODH shall encourage the local WIC projects to use the furnished list to conduct outreach to Medicaid participants not currently served by the WIC program.~~
3. ~~ODH shall keep all local WIC programs informed of Medicaid eligibility guidelines by publishing fact sheets approved by Medicaid and providing contact numbers for additional information. ODH shall also promote~~

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